

July 31, 2017

VIA E-FILE

Mr. Gary Shinnars
Executive Secretary
National Labor Relations Board
1015 Half Street, SE
Washington, DC 20570
Hon. Jeffrey Gardner



**Re: L.I.F. Industries a/k/a/ Long Island Fire Proof Door
NLRB Case No.: 29-CA-181174**

Dear Mr. Shinnars:

This firm represents the New York City & Vicinity District Council of Carpenters (the "Union"), the Charging Party in the above-referenced matter. As for its Answering Brief to Respondent's Exceptions to the Decisions of the Administrative Law Judge, the Charging Party hereby adopts and respectfully refers the National Labor Relations Board to the Brief of Counsel for the General Counsel filed today.

The Charging Party also would like to note the following additional factual misrepresentations made by Respondent in its Brief in Support of its Exceptions to the Decision of the Administrative Law Judge ("Resp. Br.):

1. Contrary to Respondent's claim on page six of its brief, Charging Party made no request for or "averment that all of LIF's financial and operational records for the last seven years is relevant . . ." (Resp. Br. at 6-7.) Reference to the Union's actual information requests (see, e.g., Joint Exhibit 1 (J), (M), (N)) demonstrates that the Union did not ask for "all of LIF's financial and operational records," rather, the Union tailored its request to specific documents such as payroll and timekeeping records and documents that would demonstrate outside work assignments of bargaining unit members.
2. Respondent claims that "any information divulged in response to the request would be useless to the Union as any future grievance predicated thereon would be untimely under the CBA." (Resp. Br. at 10.) This statement is flawed in two regards. First, to the extent any future grievance would be untimely, the untimeliness would be due to Respondent withholding information that the Union requires to police the collective bargaining agreement and determine the existence of contract violations and the identity of adversely

affected employees. Second, separate and apart from policing the contract, the requested information regarding bargaining unit members is required by the Union to assess various positions in bargaining. As Joint Exhibit 1 (C) demonstrates, the contract expires on July 31, 2017.

For the reasons stated in the Brief of Counsel for the General Counsel, the Charging Party respectfully requests that the Board reject and dismiss each of Respondent's Exceptions and adopt each and every one of Administrative Law Judge Jeffrey Gardner's Findings of Fact, Conclusions of Law, and his Remedy and Order.

Respectfully submitted,



Lydia Sigelakis

cc by email: Jonathan Bardavid, Esq.
Kimberly Walters, Esq.